

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: JERRY L. CHANCE and	§	
LADY SESSION-CHANCE	§	17-40010-mxm13
Debtors.	§	
	§	Hon. Mark X. Mullin
	§	
	§	

**PURSUANT TO LOCAL BANKRUPTCY RULE 2002-1, A RESPONSE IS
REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY
BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT
MAY BE ENTERED BY DEFAULT.**

**ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE
UNITED STATES BANKRUPTCY COURT AT 501 W. TENTH STREET, FORT
WORTH, TX 76102 BEFORE CLOSE OF BUSINESS ON AUGUST 23, 2018 WHICH IS
AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF. A COPY SHALL BE
SERVED UPON COUNSEL FOR THE MOVING PARTY AND ANY TRUSTEE OR
EXAMINER APPOINTED IN THE CASE. ANY RESPONSE SHALL INCLUDE A
DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN
BE "ADEQUATELY PROTECTED" IF THE STAY IS TO BE CONTINUED.**

AMENDED AGREED MOTION TO APPROVE SETTLEMENT AGREEMENT

1. Mr. P's Handyman Services L.L.C., Creditor, asks this Court to enter an order approving a settlement agreement between himself and Lady Session-Chance, Debtor.
2. *Facts.*
 - a. Debtor filed a petition for relief under Chapter 13 of title 11 of the United States Code on January 2, 2017.
 - b. On April 6, 2017, Debtor executed a quitclaim deed to Creditor for real property located at 1904 Lloyd Avenue, Fort Worth, Texas 76105 (the "Property").
 - c. Creditor paid Debtor the amount of \$8,000.00 for the property, performed certain repairs on the property for the purpose of making it marketable, and paid all back taxes owed on the property at the time of the sale.

- d. During the course of the transaction, Debtor represented to Creditor that she had good title to the property and made the following representations to Creditor: The property had been owned by Essie Mae Ransom (deceased) and inherited by Riley Ransom who had conveyed the property to Debtor on or around September 24, 2014.
 - e. After performing repairs on the property and getting it ready to market, Creditor entered into a contract to sell the property, but was unable to do so due to a lack of clarity with respect to title of the property.
 - f. Creditor sued Debtor in Cause No. 2018-002614-2, styled *Mr. P's Handyman Services L.L.C. v. Lady E. Chance* in the Tarrant County Court at Law No. 2 (the "Lawsuit") to recover damages relating to these title issues on May 3, 2018. Creditor learned of this bankruptcy proceeding after Debtor was served. An agreed order granting Creditor relief from the automatic stay in this case was signed on July 31, 2018. However, the Court required that any settlement of the case involving disposition of the Property be approved by the Court.
 - g. Creditor and Debtor entered into a settlement agreement with respect to the Lawsuit on August 1, 2018. Specifically, Creditor has agreed to dismiss his lawsuit against Debtor with prejudice in exchanged for Debtor's execution of a general warranty deed for the Property. A true and correct copy of the settlement agreement is attached hereto as Exhibit "1" and incorporated by reference herein.
4. *Grounds.* The Court should approve the settlement agreement because the parties are

in agreement with respect to the disposition of the Property, because Debtor has no equity in the property, and because the approval of the settlement agreement will not adversely affect the property interests other creditor.

5. *Prayer.* Creditor prays that this Honorable Court enter an order approving the settlement agreement between Mr. P's Handyman Service L.L.C. and Lady Session-Chance.

Respectfully submitted,

/s/ Jason Lee Van Dyke
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CERTIFICATE OF CONFERENCE

Pursuant to Local Bankruptcy Rule 9014-1(d)(1), I certify that, on August 8, 2018, I conferred with Sharon K. Sherman, attorney for Debtors, concerning this motion. Ms. Sherman stated to me that the debtors are in agreement with the relief requested in this motion.

/s/ Jason Lee Van Dyke
JASON LEE VAN DYKE

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was electronically filed on the CM/ECF System, and has been served on the following parties either by electronic delivery or First Class U.S. mail pursuant to Local Bankruptcy Rule 4001-1(a):

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/s/ Jason Lee Van Dyke
JASON LEE VAN DYKE